

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
LEONEL B. PENA,

COMPLAINT

Plaintiff,

-against-

**PLAINTIFF DEMANDS
TRIAL BY JURY**

VISTA YACHT CRUISES INC.,

Defendant.
-----X

Plaintiff, LEONEL B. PENA, by his attorneys, WEITZ & LUXENBERG, P.C., complaining of the defendant herein, respectfully shows to the Court and alleft hande:

JURISDICTION AND VENUE

1. This matter is brought by plaintiff, a seaman under the Jones Act, pursuant 46 U.S.C. §668(a), against his employer Vista Yacht Cruises Inc.

2. The incident complained of herein occurred in navigable waters off the coast of New York County, New York.

3. A substantial part of the events or omissions giving rise to the claim occurred in this judicial district thus venue appears to be proper in this Court pursuant to 28 U.S.C.1391(b)(2).

PARTIES

4. Plaintiff, LEONEL B. PENA is a citizen of New York State and resides in New York, NY

5. Defendant, VISTA YACHT CRUISES INC., is a New Jersey corporation with its principal place of business at 1500 Harbor Blvd, Weehawken, NJ 07086.

6. Defendant, VISTA YACHT CRUISES INC., is the owner of the Majestic Princess vessel number 952721.

7. The amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

8. Due to the diversity of citizenship of the parties and the amount in controversy, this court has jurisdiction pursuant to 28 U.S.C. 1332.

FIRST CLAIM FOR RELIEF MAINTENANCE AND CURE

9. Plaintiff was hired by defendant to work as a chef aboard its vessel the Majestic Princess.

10. Due to the diversity of citizenship of the parties and the amount in controversy, this court has jurisdiction pursuant to 28 U.S.C. 1330

11. On or about November 11, 2021, plaintiff, while in the course and scope of his employment with defendant, was negligently ordered to help secure the Majestic Princess to the dock. Plaintiff was given a rope to attach to the dock but the vessel suddenly moved causing the rope to tighten and amputate three of Plaintiff's fingers on his left hand.

12. Said fingers dropped into New York harbor, could not be retrieved and thus, could not be reattached.

13. Due to this injury, plaintiff sustained and will sustain medical bills for past and future treatment for prosthesis for an amount at the present time unknown, all to plaintiff's economic damages in an amount to be proven at trial.

14. Due to the aforesaid injury, plaintiff was unable, to work from November 11, 2021 up to and including the present and his inability to resume his position as chef is expected to continue into the future.

15. Upon information and belief, Plaintiff will never be able to resume his usual occupation as a chef.

16. Plaintiff was entitled to full maintenance, which defendant has to date failed to pay, the amount of which is unknown, entitling plaintiff to payment of economic damages in an amount to be determined prior to trial.

17. Defendant has not paid plaintiff's full medical bills, unreasonably denying plaintiff of cure, which at this time is believed to be for an unknown amount, all to the plaintiff's economic damage in an amount to be proved at trial.

SECOND CLAIM FOR RELIEF UNDER THE JONES ACT

18. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 17.

19. Defendant was negligent in one or more of the following particulars:

- a) providing an unsafe place to work;
- b) providing inadequate training.
- c) failing to provide a reasonable number of competent seaman to aid the plaintiff in securing the vessel;

20. Defendant's negligence was a substantial factor in causing plaintiff's injury.

WHEREFORE, plaintiff demands judgment against the defendant for maintenance and cure, and for compensatory damages for permanent injuries, in a sum greater than \$75,000 together with interest, attorneys fees, costs of suit, and all such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury as to all issues.

Dated: New York, New York
February ____, 2022

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